



STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION
OFFICE OF STATE PROCUREMENT
210 11th Ave SW Room 201GA Building • Olympia, Washington 98504-1017
<http://www.ga.wa.gov>

PART ONE

INVITATION FOR BID

Stamps, Cigarette Tax - #02710

Solicitation/Contract Number
02710

Pre-bid Conference Date & Time
9:30 AM June 29, 2010

Bid Due Date and Time
July 10, 2010 2:00 P.M.
24 Pacific Time

Neva Peckham
Procurement Coordinator
Phone (360) 902-7425
Fax (360) 586-2426
E-mail: Neva.Peckham@ga.wa.gov

To request this information in alternative formats call (360) 902-7400, or TDD (360) 664-3799.
<http://www.ga.wa.gov/webs/>

BIDS MUST BE RECEIVED & STAMPED ON OR BEFORE THE DUE DATE AND TIME AT THIS LOCATION:

Office of State Procurement
210 11th Avenue SW, Rm. 201
Olympia WA 98504-1017

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SECTION ONE

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Bidders are required to read, understand and accept all information contained within this entire package. Part II (Instructions to Bidders, Standard Definitions, Standard Terms and Conditions, and Protest Procedures) which is hereby referred to in this solicitation package is not automatically printed or sent out. By responding to this Solicitation the Bidder agrees to read and understand these documents. These documents are Embed under Section Five. Standard Terms and Conditions

2. SUMMARY OF OPPORTUNITY

2.1. PURPOSE

The purpose of this solicitation is to establish a state contract for the as needed purchase of machine applied Cigarette Tax Stamps for the Department of Revenue to replace an existing contract (#11404). Department of Revenue will coordinate distribution/payment of stamps to authorized distributors with supplier.

2.2. PURCHASERS

Restricted Use

This contract is for use only by Washington State Department of Revenue (stamps).

2.3. CONTRACT TERM

The initial term of this contract is two (2) years from date of award with the option to extend for additional term(s) or portions thereof. Extensions for each additional term(s) or portion thereof shall be exercised at the sole discretion of the Contract Specialist upon written notice to the Contractor. The total contract term, including the initial term and all subsequent extensions, shall not exceed six (6) years unless an emergency exists and/or special circumstances require a partial term extension. The State reserves the right to extend with the contractors, solely determined by the State.

2.4. ESTIMATED USAGE

Based on past and/or projected usage, it is estimated that purchases over the initial two (2) year term of the Contract will approximate \$322,000.00. This estimate was provided solely for the purpose of assisting Bidders in preparing their Response. Orders will be placed only on an as needed basis.

The State of Washington does not represent or guarantee any minimum purchase.

2.5. AWARD

Only one (1) successful Bidder will be identified via this procurement. The Procurement Coordinator intends to award only one (1) Contract.

2.6. NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Bidder.

2.7. NO BEST AND FINAL OFFER

The Contract Specialist reserves the right to make an award without further discussion of the Response submitted; i.e., there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Bidder intends to offer.

3. SOLICITATION OVERVIEW

3.1. ACQUISITION AUTHORITY

The Washington State Department of General Administration (GA) issues this Invitation for Bid (IFB) acting under the authority of its enabling legislation Revised Code of Washington (RCW) 43.19 which establishes GA and regulates the manner in which state agencies may acquire general goods and services.

3.2. SOLICITATION AMENDMENTS

Prior to Bid due date and time, the Procurement Coordinator reserves the right to change portions of this IFB. Any changes or corrections will be by one or more written amendment(s), dated, attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the Procurement Coordinator. If there is any conflict between amendments, or between an amendment and the IFB, whichever document was issued last in time shall be controlling. Only Bidders who have properly registered and downloaded the original solicitation directly via WEBS system will receive notification of amendments and other correspondence pertinent to the procurement.

3.3. CONTRACT FORMATION

A Bid or Proposal submitted in response to this Solicitation is an offer to contract with the state. A Bid or Proposal becomes a contract only when legally awarded and accepted in writing by the state.

3.4. INCORPORATION OF DOCUMENTS INTO CONTRACT

This Solicitation document, any subsequent Amendments and the Bidder's response will be incorporated into the resulting Contract.

3.5. RIGHT TO CANCEL

The Procurement Coordinator reserves the right to cancel or reissue all or part of this Solicitation at any time as allowed by law without obligation or liability.

3.6. NON-ENDORSEMENT AND PUBLICITY

In selecting a Bidder to supply the Products specified herein to the state of Washington Purchasers, neither the state nor the Purchasers are endorsing the Bidder's Products, nor suggesting that they are the best or only solution to their needs.

4. TIMELINE

4.1. PROCUREMENT SCHEDULE

The dates listed below represent the projected procurement schedule. The Procurement Coordinator reserves the right to change the schedule. Notification of amendments to

the procurement schedule prior to bid opening, will be sent electronically to all properly registered users of the Department of General Administration's Washington Electronic Business Solution (WEBS) www.ga.wa.gov/webs who downloaded this IFB from WEBS.

Changes to the Procurement Schedule after Bid Opening may be communicated to all bidders reflecting the change.

4.2. PROJECTED SCHEDULE OF EVENTS

Date	Time	Event
June 21, 2010		Issue Solicitation document (Available for download from www.ga.wa.gov/webs)
June 21-July 1, 2010		Question and Answer Period
July 13, 2010		Optional Bidder Pre-Bid Conference
July 15-16, 2010		Amendment issued, if applicable (Bidders should begin checking the website for any amendments)
July 26, 2010		Bids Due
July 27-31, 2010		Evaluation begins
August 1, 2010		Anticipated award date

NOTE: Bid information, including price sheets, will not be available for public disclosure until after award of the contract consistent with RCW 43.19.1911(8). At bid due date and time, only the name of the Bidder and time of Bid receipt will be read aloud. After award, information regarding results of the solicitation may be obtained by contacting the Procurement Coordinator.

4.3. PRE-BID CONFERENCE

An optional Pre-Bid conference to address solicitation requirements will be held at the time and location indicated below. While attendance is not mandatory, Bidders are encouraged to attend and actively participate. If interpretations, specifications, or other changes to the Solicitation are required as a result of the conference, the Procurement Coordinator will issue an amendment that will be posted on WEBS.

Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement with the Office of State Procurement (OSP). Contact the Procurement Coordinator identified on the face page of this Invitation for Bid.

Pre Bid Date:	<i>July 13, 2010</i>
Pre Bid Time:	<i>9:30 AM</i>
Pre Bid Location:	<i>210 11th Ave SW Room 201 Olympia, WA 98504-1017</i>

For a site map to the Capitol Campus, click <http://www.ga.wa.gov/images/Campus-Map.pdf>

Driving directions and parking information <http://www.ga.wa.gov/Travel/3Parking.htm>

5. PREPARATION OF BIDS

5.1. DUE DATE AND TIME:

Original, signed (in ink), sealed Bids must be received as set forth in Section 3.1

PROCUREMENT SCHEDULE at the specified location identified below on or before the specified date and time. Time of receipt will be determined by the official time stamp located at GA. If a Bid is late or received at a location other than that specified, it shall be rejected and returned unopened. In the event the official time clock is unavailable, the bid clerk may establish the official time and take reasonable steps to ensure the integrity of the Bid receipt is preserved.

A. FORMAT:

In addition to a hard copy submittal, Bidder will also be required to submit an electronic copy, either a CD or Thumb Drive. In the event that the hard copy of the price worksheets and an electronic copy of the price worksheets do not agree, the Electronic copy will prevail. Hard copy Bids must be legible and completed in ink or with electronic printer or other similar office equipment, and properly signed by an authorized representative of the Bidder. Electronic Bids must be submitted in the format described in the solicitation. All changes and/or erasures shall be initialed in ink. Unsigned Bids will be rejected on opening unless satisfactory evidence was submitted clearly establishing the Bidder's desire and intent to be bound by the Bid, such as a signed cover letter. Incomplete or illegible Bids and Proposals may be rejected.

Note: In a joint effort to save costs, reduce waste and produce energy savings, Bidders are encouraged to use double-sided printing and recyclable materials. Bidders are highly encouraged to refrain from submitting Bids in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

B. IDENTIFICATION AND DELIVERY:

To facilitate proper delivery and processing, Bids must be delivered in sealed envelopes, boxes or other method of containment. Sealed Bids should be clearly identified on the outside of the package with the following information to the Procurement Coordinator at the address below:

Bidder's Address		Office of State Procurement 210 11 th Ave SW, 2 nd Floor Room 201 Olympia, WA 98504
02710		ATTN: Neva Peckham
July 10, 2010 2:00pm PT (Pacific Time)		

5.2. BID OPENING PROTOCOL

Only the name of the Bidder and the time of receipt are read aloud at the time of the Bid opening. The reading does not determine award of the contract, responsibility of the Bidder, or responsiveness of the Bid. Bidder attendance at the Bid opening is not required.

5.3. CONTRACT INFORMATION AVAILABILITY AFTER AWARD

Upon Award, electronic notification may be sent to all Bidders. After Award, information regarding results of the Solicitation may be obtained by accessing www.ga.wa.gov or by contacting the Procurement Coordinator. Bidders may submit a public disclosure request to either schedule an appointment to review the procurement file or obtain specific documents.

5.4. BID PRICING

Bid prices must include all cost components needed for the delivery of the goods as described in this Solicitation document. All costs associated with the goods specified must be incorporated into the price of the Response to this IFB.

Failure to identify all costs in a manner consistent with the instructions in this IFB is sufficient grounds for disqualification.

The state makes no volume commitment in this Solicitation. The proposed pricing levels should reflect the market provided by the Contract resulting from this Solicitation.

5.5. MISCELLANEOUS EXPENSES

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, incidentals will **not** be reimbursed to the Bidder.

Notwithstanding the forgoing, the Procurement Coordinator recognizes that there may be additional occasions when the Bidder will be required by the state to travel. In such case Purchaser must provide written pre-approval of such expenses on a case-by-case basis. Any such reimbursement shall be at rates not to exceed the guidelines for state employees published by the Washington State Office of Financial Management set forth in the *Washington State Administrative and Accounting Manual*, and not to exceed expenses actually incurred.

6. EVALUATION AND AWARD

6.1. EVALUATION

The Bidder who meets all of the IFB requirements and provides the lowest total combined cost for all products described in Section Four - Price Worksheet, will be declared the Apparent Successful Bidder by the Procurement Coordinator.

No rejection notice will be sent to unsuccessful Bidders. Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for such rejection.

Contract Award shall be made to the lowest Responsive and Responsible Bidder based on the evaluation and award criteria established herein and subject to consideration of all factors identified in RCW 43.19.1911.

Subject to the provisions of RCW 43.19.1911 and Chapter 236-48 WAC, the state reserves the right to: (1) Waive any informality; (2) Reject any or all Bids, or portions thereof; (3) Accept any portion of the items bid unless the Bidder stipulates all or nothing in their Bid; (4) Cancel a solicitation and re-solicit Bids; (5) Negotiate with the lowest Responsive and Responsible Bidder to determine if that Bid can be improved for the Purchaser; (6) Award on an all or none consolidated basis taking into consideration "lifecycle costs"; and (7) Award in aggregate when in the best interest of the state.

To aid in the Bid evaluation process, after Bid due date and time, the Procurement Coordinator may require individual bidders to appear at a date, time and place determined by the Procurement Coordinator for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of the state's intention to award.

6.2. EVALUATION PROCESS

Phase One: Initial Determination of Responsiveness - Bids will be reviewed initially by the Procurement Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified herein

Phase Two: Mandatory Requirements - Bids meeting the Initial Determination of Responsiveness will then be reviewed on a pass/fail basis to determine if the Bid meets the Mandatory requirements. Only Bids meeting all Mandatory requirements will be further evaluated.

The state reserves the right to determine at its sole discretion whether Bidder's Response to a Mandatory requirement is sufficient to pass. If, however, all responding Bidders fail to meet any single Mandatory item, the Procurement Coordinator will cancel the Solicitation and reject all Bids.

Pursuant to RCW 43:19,1911 (9), in determining Bidder responsibility, the following elements shall be given consideration:

The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;

The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;

Whether the Bidder can perform the contract within the time specified;

The quality of performance of previous contracts or services;

The previous and existing compliance by the Bidder with laws relating to the contract or services;

Such other information as may be secured having a bearing on the decision to award the contract:

During Bid evaluation, the state reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's subcontractor's facilities. Failure to respond to said request(s) may result in Bid being rejected as non-responsive.

Phase Three - Only Bids that pass the Initial Determination of Responsiveness and meet all the Mandatory Requirements review will be further evaluated based on the requirements in this Solicitation. The Bidder with the lowest combined cost for all product categories listed below; will be the Apparent Successful Bidder.

For example:

Description	Bidder #1	QTY	Total	Bidder #2	QTY	Total
1. Fuson 20's Regulars	\$.043	1000	\$430	\$.044	1000	\$440
2. Fuson 25, T-25's	\$.054	1000	\$540	\$.051	1000	\$510
3. Fuson 25, M-25's	\$.063	1000	\$630	\$.049	1000	\$490
4. Fuson 20's Camel Wide	\$.046	1000	\$460	\$.053	1000	\$530
5. Fuson, Exempt	\$.038	1000	\$380	\$.042	1000	\$420
6. Fuson, Tribal Compact	\$.089	1000	\$890	\$.065	1000	\$650
TOTAL COMBINED COST			\$3330			\$3040

6.3. SELECTION OF APPARENTLY SUCCESSFUL BIDDER

The Bidder passing the Initial Responsiveness Determination, meeting all Mandatory Requirements, **and** with the lowest total combined cost for all products will be declared the Apparent Successful Bidder. The Contract Specialist may enter into contract negotiations with the Apparent Successful Bidder.

Should contract negotiations fail to be completed within one (1) month after initiation, the state may immediately cease contract negotiations and declare the Bidder with the second lowest total combined cost as the new Successful Bidder and enter into contract negotiations with that Bidder. This process will continue until a Contract is signed or no qualified Bidders remain.

6.4. NOTIFICATION OF APPARENTLY SUCCESSFUL BIDDER

All Bidders responding to this Solicitation will be notified when the state has determined the Apparent Successful Bidder.

The date of announcement of the Apparent Successful Bidder will be the date of the notification from the Contract Specialist.

SECTION TWO

SPECIAL TERMS AND CONDITIONS

- 1) Price Adjustments may be permitted accordingly if mutually agreed upon.
- 2) Contractor Must Render an accurate accounting of all paper used in the production of the machine applied stamps, including spoilage and verify such account record by affidavit to the state.
- 3) All Paper will be processed by the contractor with a special safety tint reading with copy to be specified by the state and must be so arranged and printed that it cannot be photographed on the colored paper.
- 4) All spoiled paper and stamps will be strictly accounted for and kept under lock and key and destroyed periodically. An affidavit will be rendered to that effect by the contractor.
- 5) Contractor submitted with bid response a full explanation of the precautions which the manufacturer proposes to observe within the manufacturer's plant and organization to protect the state against unlawful production of the stamps.
- 6) Contractor has designed the means by which they propose to guard against the loss of stamps both during the process of manufacture as well as during storage.
- 7) Contractor furnished evidence satisfactory to the state that they possess the necessary facilities, tools, machinery, equipment and recourses to efficiently and promptly carry out the terms of this contract.
- 8) Full and accurate accounts will be made to the state for all spoiled paper, stamps, ect.
- 9) Plates, designs, patterns, films, negatives, cylinders and like will be solely used for this contract and subsequent order.
- 10) Any such plates, designs, patterns, films, ect., when not in use for the manufacture of these stamps will be locked in a safe or vault.
- 11) At completion/termination of this contract or at such time as the state requires, all such plates, designs, films, ect., will be destroyed and disposed of as directed by the state.
- 12) Complete and accurate accounting of every stamp and all special paper used for these stamps, and any other material in their productions, will be given to authorized representatives of the state upon demand at any time.
- 13) Inspection of the plant, all records and books of account will be allowed by the contractor at any time upon demand of authorized representatives of that state.

- 14) At all times, the contractor will supervise closely the productions of these stamps and will not permit employees or any other personnel to enter or leave the building or that part of the building where stamps are being produced until the contractor is assured that all materials used in their production are properly accounted for.
- 15) Every precaution will be taken to assure these stamps are not counterfeited or produced anywhere for any other purpose than use of the State of Washington.
- 16) All Shipments will be made by bonded carrier, insured and prepaid to the following location:
- 17) Contractor will warrant that, during such period as the state will utilize contractor's stamps, contractor will make available to authorized distributors by means of lease, at a normal fee, machines designed to apply contractor's stamps, including related equipment such as carton openers, gluers, and closers, and that said machines and stamps will be designed and manufactured so as to assure proper adhesion and high speed application of stamps.
- 18) Equipment will be acceptable to the tobacco distributors and operate satisfactorily at a high rate of speed comparable to other means of mechanical stamping.
- 19) High speed automatic carton feed and repack conveyors must be available for attachment to all stamp applying machines if required by licensed tobacco distributors.
- 20) Contractor must guarantee that the stamps for machine application can be applied in a satisfactory manner utilizing machines now in use throughout the state.
- 21) Any machines contractor may lease to the distributors will be serviced and maintained by the contractor in such a manner that mechanical failure will not substantially disrupt stamping by the distributors.
- 22) Contractor will agree to make available repair and maintenance serviced adequate to ensure machine is in proper operating conditions, to any distributor who purchases or leases a machine from the contractor.
- 23) Contractor will have service locations and sufficient trained personnel to respond within 48 hours to properly maintain, service and repair their stamp applying machines so that mechanical failure will not disrupt stamping by tobacco distributors and receipt of revenue by the state.
- 24) Contractor has guaranteed that the sale and/or use of tax stamps, stamp applying machines, and related equipment included under this contract do not infringe on any United States patents.
- 25) Contractor must instruct the statewide tobacco distributor's employees, either in person or through use of a training video, in the proper operation of their stamp-applying machine for correct application of the stamps.

- 26) Contractor will supply the Department of Revenue quarterly with a list of all stamping machines being sold or lease to Washington locations. Additionally, contractor will notify the Department of Revenue when a change is made in stamping machines or a new machine is delivered.
- 27) All stamps and paper must contain proven protective features to guarantee against all illegal reproduction.
- 28) Contractor will submit, on a quarterly basis, notification to the Department of Revenue of any updates of security aspects to the stamps. A separate confidential detailed statement is to be sent to the Director of the Washington State Department of Revenue, address below, explaining fully their system for protecting the State against unlawful reproduction and methods by which such reproduction can be detected by State inspectors.

Washington State Department of Revenue
Attn: Stuart Thronson
PO Box 47477
Olympia, WA 98504-7454

SECTION THREE

SPECIFICATIONS AND/OR TECHNICAL REQUIREMENTS

Description	Check If As Specified	Describe Fully If Not As Specified See Standard Terms & Conditions III.26 Quality Standards
1. TYPE AND APPLICATION	X	
Stamps will be Fuson Stamps or equal, consisting of five impressions or layers including safety tint lettering and will be produced by the intaglio process and be suitable for high speed, positive application with heat to the receiving surface such as cellophane, paper, etc.		
2. SIZE, DESIGN AND COLORS	X	
A. Colors and design of stamp will be approved by the State Department of Revenue. Bidders will suggest subtle changes(s) to the design of the current 20's stamp as an anti-counterfeiting measure.		Please refer to the suggested design proof enclosed.
B. Stamps will be of irregular shape and outline and will contain not less than three different distinctive colors.		
C. Half tones, Ben-Day effects, shades, tints or tones of colors will not be acceptable and not considered as separate or distinctive colors.		
D. Safety tint lettering will not be considered as one of the stamp colors.		
E. Stamps will measure approximately 1/2" x 1/2".		
F. A unique two line ten (10) digit numeric will be printed on each stamp, indicating the stamp roll number on the first line i.e. 12345 and the individual stamp number on the second line 00001 through 30,000.		
3. PAPER	X	
A. Stamps will be made of unique, safety tinted, mill controlled, colored paper furnished by the contractor.		
B. The name of the manufacturer of the paper stock will be furnished with the bid. (See Section 7.2)		Not sure about this.
C. Base paper will contain identifiable protective features which will permit analysis to establish its authenticity.		
D. Safety tint will transfer with the stamps and the lettering extending beyond the edges of the stamp will also transfer with the stamp.		

Description	Check If As Specified	Describe Fully If Not As Specified See Standard Terms & Conditions III.26 Quality Standards
5. LAYOUT AND PACKAGING	X	
<p>A. Six stamp roll types will be provided:</p> <ul style="list-style-type: none"> • Regular 20's (R's) will be furnished in rolls containing 30,000 stamps, 25 rolls per case. • Wide 20's (W's) will be furnished in rolls containing 7,200 stamps, 49 rolls per case. • Century 25's (T's) will be furnished in rolls containing 12,000 stamps, 36 rolls per case. • Marlboro 25's (M's) will be furnished in rolls containing 19,200 stamps, 25 rolls per case. • Exempts (E's) will be furnished in rolls containing 15,000 stamps, 36 rolls per case. • Tribal Compact (C's) will be furnished in rolls containing 15,000 stamps, 36 rolls per case. 		
<p>B. Each roll will bear ascending numbers at regularly specified intervals on one side and descending numbers at regularly specified intervals on the other side, for accounting purposes.</p>		
<p>C. Each roll will be packed in a cardboard box, the box securely sealed and labeled showing quantity, type of stamp roll (R,W,T,M, E or C), and roll number.</p>		
<p>D. Boxes will be packed in cardboard containers. Each container will be securely sealed and labeled showing quantity, type of stamp roll (R,W,T,M, E or C), and serial numbers of rolls contained therein.</p>		

Description	Check If As Specified	Describe Fully If Not As Specified See Standard Terms & Conditions III.26 Quality Standards
6. PRODUCTION CONTROL	X	
A. Contractor has designed the means by which they propose to guard against the loss of stamps both during the process of manufacture as well as during storage. (See Section 7.4)		Please refer to our confidential memo entitled, PRODUCTION CONTROL.
B. A secure depository approved by the State will be installed or designed by the manufacturer for the storage of photographs, films, stones, zinc, plates, cylinders, drawings, stamps, etc., when not in use or stamps, while awaiting shipment.		Please refer to our confidential memo entitled, PRODUCTION CONTROL.
C. All work under this contract including all coatings on paper for Fuson stamps will be performed wholly within the premises of the contractor. No part of this contract may be sublet or performed in any other establishment. No assignment of this contract in whole or in part may be made without the consent of the State.		
7. SECURITY FEATURES	X	Please refer to our confidential memo entitled, PROTECTION
A. Stamps will be printed with a special watermark lettering which will transfer with the stamp during application and become part of the stamp.		
B. Stamps will contain material that will react to a chemical reagent that will cause the stamp to change color.		
C. Stamps will be printed with a variable image that will appear and disappear when viewed from different angles. The image will appear as the states initials in the middle of the stamp.		
D. Stamps will be able to be authenticated by a hand-held tester for quick and easy field inspection.		

SECTION FOUR

PRICE WORKSHEET

Description	2009 1-Year Estimated Usage	Stamp Packaging		Price Per Roll	Number of Rolls	Extended Price (Price per roll X number of rolls)
1. Fuson 20's Regulars or equal	6,200 Rolls	30,000 Stamps/Roll	25 Rolls/Box	\$30.00	6200	\$186,000.00
2. Fuson 25, T-25's or equal	25 Rolls	12,000 Stamps/Roll	36 Rolls/Box	\$12.00	25	\$ 300.00
3. Fuson 25, M-25's or equal	25 Rolls	19,200 Stamps/Roll	25 Rolls/Box	\$19.20	25	\$ 480.00
4. Fuson 20's Camel Wide or equal	700 Rolls	7,200 Stamps/Roll	49 Rolls/Box	\$ 7.20	700	\$ 5,040.00
5. Fuson, Exempt or equal	75 Rolls	15,000 Stamps/Roll	36 Rolls/Box	\$15.00	75	\$ 1,125.00
6. Fuson, Tribal Compact or equal	700 Rolls	15,000 Stamps/Roll	36 Rolls/Box	\$15.00	700	\$ 10,500.00
TOTAL FOR ALL PRODUCTS						203,445.00

SECTION FIVE

BIDDER'S AUTHORIZED OFFER

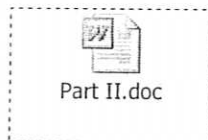
(BIDDER SIGNATURE PAGE)

Issued by the State of Washington

CERTIFICATIONS AND ASSURANCES

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the IFB are conditions precedent to the award or continuation of the resulting Contract.

1. We have read, understand and agree to abide by all information contained in Part II, Standard Terms and Conditions




2. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Bid or Proposal.
3. The attached Response is a firm offer for a period of [120] days following the Response Due Date specified in the IFB, and it may be accepted by the Contract Specialist without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the [120]-day period. In the case of protest, our Response will remain valid for [180] days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria

and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

6. We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in *Parts I and II*, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in *Parts I and II* of this solicitation.
7. We are not submitting proposed Contract exceptions
8. The authorized signatory below acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its Bid.
9. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation.

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any contract awarded as a result of this solicitation.



Bidder Signature
Business Unit Manager

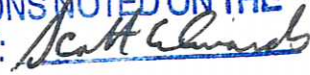
Title

Meyercord Revenue Inc.

Company Name

July 15, 2010

Date

THIS BID RECEIVED AND OPENED
IN ACCORDANCE WITH THE TERMS
AND CONDITIONS NOTED ON THE
FACE HEREOF: 

BIDDER PROFILE **COMPANY INFORMATION**

1. **CONTRACTOR INFORMATION:** Provide the information requested below, which will be used for contract administration purposes:

Legal Business Name:	Meyercord Revenue Inc.
Federal Tax Identification number:	201697655
WA ST Department of Revenue Registration Tax number:	602453863
Company Internet URL Address (if available):	www.meyercord.com
Contractor Single Point of Contact:	Name: John Sprawka Phone: 630-682-6239 Email: jsprawka@meyercord.com
Company Mailing Addresses:	475 Village Drive Carol Stream, IL 60188
Orders to be sent to:	Same
Billing will be from:	Same
Payment to be sent to:	Meyercord Revenue Inc. P.O. Box 95598 Chicago, IL 60694-5598
Authorized Signature Authority:	Name: John Sprawka
	Phone: 630-682-6239
	Fax: 630-682-6319
	Email: jsprawka@meyercord.com

SUBCONTRACTORS

Identify any subcontractors who will perform services in fulfillment of contract requirements; the nature of services to be performed and include federal tax identification (TIN) number for each subcontractor.

Name/Address/Contact/Phone:	T.I.N.:	Brief description of the nature of Service Provided (e.g. testing, sampling, pick-up, etc):
Not Applicable		

SALES & ORDERING INFORMATION

Sales Representative(s): Indicate below the contact information and specific territories covered:			
Name:	<u>Linda Eberhardt</u>	Name:	<u>John Sprawka</u>
Telephone:	<u>630-682-6271</u>	Telephone:	<u>630-682-6239</u>
Toll Free No.	<u></u>	Toll Free No.	<u></u>
Mobile Phone	<u></u>	Mobile Phone	<u></u>
Territory	<u>A11</u>	Territory	<u>A11</u>
Fax:	<u>630-682-6319</u>	Fax:	<u>630-682-6319</u>
Email:	<u>leberhardt@meyercord.com</u>	Email:	<u>jsprawka@meyercord.com</u>

2. **PAYMENT TERMS:** Prompt Payment Discount 0 % days.

(Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).

Please indicate if Prompt Payment Discount applies to payments made by Credit Card:

Yes No X

3. **PURCHASING (CREDIT) CARDS ACCEPTED:** Yes ☒ No ☐

(Washington State Purchasing card is VISA) If yes, please list cards accepted:

☒ Visa ☒ Master Card ☒ American Express ☐ Discover
☐ Other

4. **VOLUME DISCOUNT:** Identify volume discount(s), please indicate the discount 0 % or \$ and when it applies:

5. **STANDARD LEAD TIME** after receipt of order (ARO) is 30 calendar days

BIDDER CHECKLIST

This checklist is provided for Bidder's convenience only and identifies the documents to be submitted with each Response. Any Response received without any one or more of these documents may be rejected as being non-responsive.

Section Three: Specifications & Technical Requirements	<input checked="" type="checkbox"/>
Section Four: Price Sheets	<input checked="" type="checkbox"/>
Section Five: Bidder's Authorized Offer	<input checked="" type="checkbox"/>
Bidder Profile	<input checked="" type="checkbox"/>
Contract Execution	<input checked="" type="checkbox"/>
<u>Additional Documents to be Submitted with Bid</u>	
1. List of State(s) currently utilizing machines and stamps	<input checked="" type="checkbox"/>
2. Paper manufacturer and samples	<input checked="" type="checkbox"/>
3. Production Controls: Manufacturer Precautions	<input checked="" type="checkbox"/>
4. Production Controls: Guard Against Loss	<input checked="" type="checkbox"/>
5. List of leased equipment	<input checked="" type="checkbox"/>
6. Certificate of Insurance	<input checked="" type="checkbox"/>

CONTRACT EXECUTION

I. PARTIES

This Contract ("Contract") is entered into by and between the state of Washington, acting by and through The Department of General Administration, Office of State Procurement, an agency of Washington State government "Procurement Coordinator" or (State) located at 210 11th Ave SW, Olympia, WA 98504-1017, and [Contractor], a [corporation/sole proprietor or other business form] licensed to conduct business in the state of Washington ("Contractor"), located at [Contractor address] for the purpose of providing [describe acquisition].

II. ENTIRE AGREEMENT

This Contract document and all subsequently issued amendments comprise the entire agreement between the state and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Contract.

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

III. ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY

Incorporated documents:

Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

- a. The Solicitation document 02710 with all attachments and exhibits, and all amendments thereto
- b. Contractor's response to the Solicitation [XXX] dated [date];

The terms and conditions contained on Purchaser's Order Documents, if used; and

All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to affect the sale of the Product to the Purchaser.

IV. ORDER OF PRECEDENCE

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Federal and State of Washington statutes and regulations
- b. Mutually agreed written amendments to this Contract
- c. This Contract, Number #02710

- d. The Solicitation document with all attachments and exhibits, and all amendments thereto
- e. Contractor's Response to the Solicitation
- f. Any other provision, term, or materials incorporated into the Contract by reference.

Conflict: To the extent possible, the terms of this Contract shall be read consistently.

Conformity: If any provision of this Contract violates any Federal or State of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

V. LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at:

[Contractor]

Meyercord Revenue Inc.

Attn: John Sprawka

[Contractor's Representative]

[Contractor address]

475 Village Drive

Carol Stream, IL 60188

Phone: 630-682-6239

Fax: 630-682-6319

E-mail: jsprawka@meyercord.com

To State at:

State of Washington

Department of General Administration

Attn:

Neva Peckham

210 11th Ave SW

Olympia, WA 98504-1017

Phone: 360-902-7425

Fax: 360-586-2426

E-mail: Neva.Peckham@ga.wa.gov

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or state, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and state further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

VI. LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the state requests, a formal release of same shall be delivered to the respective requestor.

VII. AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

VIII. COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Contract is effective this 12th day of August, 2010

This is a Total award for: Dept. of Revenue
Cigarette Stamps

Approved
State of Washington
Neva Peckham, Contract Specialist
General Administration
State of Washington

Approved
[Contractor]

Neva Peckham
Signature
Neva Peckham 8/12/10
Print or Type Name Date
Contracts Specialist
Title

JOHN SPANAKA
Signature
JOHN SPANAKA 8/12/10
Print or Type Name Date
BUSINESS UNIT MGR
Title